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9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

Case No:

13 DANIELLE YOSHIMURA, an
14 Individual;

15 Plaintiff,

16 v.

17 VIRGIN GROUP LIMITED, a United
18 Kingdom Corporation; VIRGIN
19 HOLDINGS LIMITED, a United
20 Kingdom Corporation; and DOES 1
21 through 50, Inclusive,

22 Defendants.

**PLAINTIFF'S CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

23 Plaintiff Danielle Yoshimura, by and through her attorneys, brings this action on
24 behalf of herself and all other similarly situated against Virgin Group Limited and Virgin
25 Holdings Limited (hereinafter collectively referred to as "Defendant Virgin") and Does
26 1 through 50. Plaintiff hereby alleges, on information and belief, except as those
27 allegations which pertain to the named Plaintiff, which allegations are based on personal
28 knowledge, as follows:

NATURE OF THE ACTION

1. This is a consumer class action that arises out of Defendant Virgin's
deceptive practices in connection with its flights, including: the airline's refusal to

1 refund consumers for covid-induced cancellations, and Defendant Virgin’s issuing travel
2 funds for non-existent flights and implementing an expiration date on “Travel Bank”
3 funds.

4 2. Plaintiff brings this suit behalf of all persons who purchased Virgin airline
5 tickets for international flights for personal use, and were issued replacement funds in
6 the form of “Travel Bank ” (“The Product”). Additionally, Plaintiff is serving this notice
7 on behalf of all persons who bought Virgin airline flights and were not provided refund
8 when their tickets were cancelled due to the covid pandemic. Furthermore, Plaintiff bring
9 this suit on behalf of all persons who purchased Virgin airline tickets for personal use
10 and were issued “Travel Bank” funds that had a one-year expiration date.

11 3. At all relevant times, Defendant Virgin created, advertised, marketed,
12 distributed and sold the Product to consumers online and over the phone throughout
13 California and the United States based on the misrepresentations that the Product were
14 travel funds.

15 4. Based on the fact that Defendant Virgin’s advertising misled Plaintiff and
16 all others like her, Plaintiff brings this class action against Defendant Virgin to seek
17 reimbursement of the premium she and the Class Members paid due to Defendant
18 Virgin’s false and deceptive representations about the benefits and value of the Product.

19 5. Plaintiff seeks relief in this action individually and on behalf of all
20 purchasers of the Product statewide in California for common law fraud, intentional
21 misrepresentation, and negligent misrepresentation. Additionally, Plaintiff seeks relief in
22 this action individually and on behalf of all purchasers of the Product in California for
23 violation of the California Bus. & Prof. Code §§17200, *et seq.*, as well as California’s
24 Unfair Competition Law (“UCL”). Additionally, Plaintiff seeks relief for Defendant
25 Virgin’s unjust enrichment.

26 **JURISDICTION AND VENUE**

27 6. This Court has subject matter jurisdiction pursuant to the 28 U.S.C. §
28 1332(d)(2)(A), the Class Action Fairness Act, because the aggregate amount in

1 controversy exceeds \$5,000,000.00, exclusive of interests and costs, and, at least one
 2 class member is a citizen of a state different from Defendants. Additionally, more than
 3 two-thirds of the members of the class reside in states other than those in which
 4 Defendant Virgin are citizens and in which this case is filed, and therefore any exceptions
 5 to jurisdiction under 28 U.S.C. § 1332(d) do not apply.

6 7. The Court has personal jurisdiction over Defendants pursuant to Cal. Code
 7 Civ. P. § 410.10, as a result of Defendants' substantial, continuous and systematic
 8 contacts with the State, and because Defendants have purposely availed themselves to
 9 the benefits and privileges of conducting business activities within the State.

10 8. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action
 11 because a substantial part of the events, omissions and acts giving rise to the claims
 12 herein occurred in this District. Moreover, Defendants distributed, advertised and sold
 13 the Product, which is the subject of the present Complaint, in this District.

14 **PARTIES**

15 9. Plaintiff is a resident of California, and lives in Los Angeles County.

16 10. Defendant Virgin Holdings Limited is a corporation based in the United
 17 Kingdom, with corporate headquarters located at the Battleship Building, 179 Harrow
 18 Road, London, W26NB. Defendant Virgin Group Limited is also a United Kingdom-
 19 based corporation, with headquarters at 179 Harrow Road, London, W26NB. Defendants
 20 Virgin are the parent corporations of the airlines that perpetuated the violations against
 21 Plaintiff, as alleged herein. As the parent corporation, Defendant Virgin oversees and
 22 controls "Virgin" and "Virgin Australia" flights, including decisions about pricing airline
 23 tickets, as well as how to issue travel funds and implement flight restrictions. Defendant
 24 Virgin regularly sells flights to consumers in California, earns profits from California
 25 residents and also uses California-based airports to conduct its flights.

26 11. Plaintiff is informed and believes, and based thereon alleges that at all times
 27 relevant herein each of these individuals and/or entities was the agent, servant, employee,
 28 subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other

1 representative of each of the remaining Defendants and was acting in such capacity in
2 doing the things herein complained of and alleged.

3 12. Plaintiff reserves her right to amend this Complaint to add different or
4 additional defendants, including without limitation any officer, director, employee,
5 supplier, or distributor of Defendants who has knowingly and willfully aided, abetted, or
6 conspired in the false and deceptive conduct alleged herein.

7 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

8 13. Through its uniform labeling and advertising claims, Defendant Virgin
9 perpetuates deceptive marketing about its flight prices and Product's value and benefits.

10 14. During the relevant time period, Plaintiff had purchased multiple Virgin
11 flights, include two Virgin airline tickets for a roundtrip between Los Angeles and
12 Sydney. In March 2020, Defendant Virgin unilaterally cancelled the flights on its own
13 due to the covid pandemic. Yet, even though Defendant Virgin knew that the flight
14 cancellations were not attributable to Plaintiff, instead of providing her with a full refund
15 to her original form of payment, Defendant Virgin issued Plaintiff "travel bank" credit
16 in the amount equal to what she had paid for her flights, including the two international
17 roundtrip tickets. In light of the circumstances, and the fact that Plaintiff's flights were
18 cancelled due to the pandemic, Defendant Virgin's denial of a refund constitutes various
19 forms of unlawful conduct, including breach of contract. Indeed, British Airways has
20 faced liability for committing similar violations, and failing to provide refunds for flights
21 cancelled because of covid-19. *Ide v. British Airways, PLC (UK)*, No. 20-cv-03542- JMF
22 (S.D.N.Y.).

23 15. Furthermore, Defendant Virgin exacerbated its misconduct by purposely
24 forcing Plaintiff to take expiring "travel bank" credits that Defendant Virgin knew to be
25 devoid of value. The "travel bank" credits that Defendant Virgin gave to Plaintiff were
26 valueless and empty because Defendant Virgin entirely eliminated its international
27 fights. That is, at the time Defendant Virgin issued the "travel bank" credits to Plaintiff,
28 it knew she would not be able to use them to reserve her original flight or to travel from

1 the United States to Australia. Making this bait-and-switch tactic even worse, Defendant
2 Virgin imposed a one-year expiration date on Plaintiff's "travel bank" credits. Notably,
3 this protocol of placing expiration dates on the travel bank funds contravenes both US
4 federal and California State laws, including 15 U.S.C. § 1693 ("the Electronic Funds
5 Transfer Act"), as well as California Civil Code §§ 1749.5 and 1749.6. By enacting these
6 subsections of the California Civil Code, the State legislature made clear that it wanted
7 to protect consumers from tactics such as the practices Defendant Virgin furthers.
8 Similarly, California's lawmakers demonstrated that enforcing expiration dates on
9 different forms of refund vouchers constituted an injury and infringement upon legally
10 protected rights.

11 16. Defendant Virgin knew and had good reason to know Plaintiff would not be
12 able to use her travel bank credits within one year because Australia had enacted a
13 country-wide lockdown and prohibited all individuals from flying into the nation. The
14 only way Plaintiff would have been able to use Defendant Virgin's travel bank credits
15 was if she booked a flight to Australia with a non-Defendant Virgin airline sometime
16 between March 2020 and March 2021. It would have been impossible for her to do this,
17 given that she would not have been allowed to enter Australia during the time period of
18 March 2020 to March 2021. Furthermore, even if she had somehow managed to qualify
19 for entry into the country, Plaintiff still would have faced difficulty using Defendant
20 Virgin's travel funds for flying within Australia because most states within the nation
21 had implemented statewide measures and proscribed entry for non-residents. For
22 example, the state of Western Australia did not allow individuals to fly in from other
23 states of Australia. Moreover, the ordeal that Plaintiff faced from Defendant Virgin was
24 not unique solely to her. On the contrary, Defendant Virgin subjected countless people,
25 California residents, and all members of the putative class to the same violations.

26 17. By operating flights out of California's airports and selling airline tickets for
27 travel between California and Australia, Defendant Virgin purposely directed activities
28 at California. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 802 (9th Cir.

2004) (citing *Lake v. Lake*, 817 F.2d 1416, 1421 (9th Cir. 1987); see also *Burger King Corp. v. Rudzewicz* (1985) 105 S. Ct. 2174, 2183-84. Plaintiff's claims here unequivocally arise out of Defendant Virgin's forum-related activities. California's courts have an interest in adjudicating this dispute because the instant litigation involves pervasive misrepresentations being committed specifically against California residents. *Zeigler v. Indian River County*, 64 F.3d 470, 475 (9th Cir. 1995). Hence, a judge has ample grounds to find that California has personal jurisdiction over Defendant Virgin, especially since there exists a presumption that the exercise of personal jurisdiction is reasonable. *Roth v. Garcia Marquez*, 942 F.2d 617, 625 (9th Cir. 1991); see also *Lee v. City of Los Angeles*, 250 F.3d 668, 695 (9th Cir. 2001).

18. Furthermore, the American Deregulation Act ("ADA") does not preempt Plaintiff's claims here. As affirmed by relevant case law, the preemption defense has limits and the ADA will not shield Defendant Virgin from liability here. *Ide v. British Airways*; see also *Bazerman et al. v. American Airlines, Inc.*, Case No. 1:17-cv-11297-WGY (D. Mass. 2017). In legislating the ADA, the United States Congress did not intend to give airlines license to trick consumers or reap ill-gotten profits from deceptive marketing schemes. Furthermore, assuming *in arguendo* the ADA preempted Plaintiff's CLRA claims, she would still have standing to pursue class-wide causes of action against Defendant Virgin for breach of contract, and common law claims, as well as injunctive relief under the UCL. Cal. Bus. & Prof. Code § 17200.

19. The Ninth Circuit has repeatedly affirmed and explained why preemption will not apply to the instant litigation. In *Bernstein v. Virgin America*, the Ninth Circuit made clear "field preemption generally applies to state regulations specifically in the field of aviation of safety." *Bernstein v. Virgin Am., Inc.* 3. F. 4th 1127, 1138 (9th Cir. 2021) citing *Montalvo v. Spirit Airlines*, 508 F.3d 464, 468 (9th Cir. 2007). Likewise, the instant matter is not preempted by the American Deregulation Act (the "ADA") because California's background regulations here are "several steps removed from prices, routes [and] services," and do not bind "the carrier to a particular price, route or

service.” *Id.* at 1142. Additionally, multiple recent cases have made clear that the ADA does not give airlines free reign to market misrepresentations to consumers or preempt Plaintiff’s claims here. *Id. v. British Airways, PLC (UK)*, No. 20-cv-03542-JMF (S.D.N.Y.); see also *Bazerman et al. v. American Airlines, Inc.*, Case No. 1:17-cv-11297-WGY (D. Mass. 2017). Notably, *Id.* also demonstrated that airlines still bear liability for engaging in the types of tactic Defendant Virgin engaged in, and refusing to issue refunds during the covid-19 pandemic.

RULE 9(B) ALLEGATIONS

20. Federal Rule of Civil Procedure 9(b) provides that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.” Fed. R. Civ. P. 9(b). To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirement of Rule 9(b) by establishing the following elements with sufficient particularity:

21. WHO: Defendants made material misrepresentations and omissions of fact throughout the advertising scheme and marketing of the Product.

22. WHAT: Defendants made material misrepresentations and omissions of fact by marketing the Product as airline tickets and travel bank funds. Defendants made these claims with respect to the Product even though the Product did not in fact serve either of these purposes or functions. Defendants’ misrepresentations and omissions were material because a reasonable consumer would not have purchased or paid as much for the Product if he or she knew that they contained false representations.

23. WHEN: Defendants made the material misrepresentations and omissions detailed herein continuously throughout the Class Period.

24. WHERE: Defendants’ material misrepresentations and omissions were made, *inter alia*, throughout the systemic marketing and pervasive advertising campaigns of the Product, on Defendants’ website, and throughout Defendants’ various other marketing and advertising scheme for the Product.

1 class action will provide substantial benefits to the parties and Court, and is in
2 the best interests of the parties and judicial economy.

3 (b) Plaintiff stands on equal footing with and can fairly and adequately protect the
4 interests of all members of the proposed class. Defendant Virgin imposed the
5 same unlawful policies for all units of the Product, whereby Plaintiff and every
6 individual consumer who purchases the Product is exposed to the false
7 advertising. Defendants have, or have access to, address information for the Class
8 Members, which may be used for the purpose of providing notice of the pendency
9 of this class action. Further, the class definition itself describes a set of common
10 characteristics sufficient to allow a prospective plaintiff or class member to
11 identify himself or herself as having a right to recover based on the description.

12 (c) Plaintiff will fairly and adequately represent and protect the interests of the class,
13 has no interest incompatible with the interests of the class, and has retained
14 counsel competent and experienced in class actions, consumer protection, and
15 false advertising litigation. Plaintiff's attorneys have the experience, knowledge,
16 and resources to adequately and properly represent the interests of the proposed
17 class. Plaintiff will have no interests antagonistic to those of other proposed class
18 members, and she has retained attorneys experienced in consumer class actions
19 and complex litigation as counsel.;

20 (d) Class treatment is superior to other options for resolution of the controversy
21 because the relief sought for each class member is so small, that, absent
22 representative litigation, it would be infeasible for class members to redress the
23 wrongs done to them. Prosecution of separate actions by individual members of
24 the proposed class would create a risk of inconsistent or varying adjudications
25 with respect to individual members of the class and thus establish incompatible
26 standards of conduct for the party or parties opposing the class. Further,
27 individual cases would be so numerous as to inefficiently exhaust judicial
28 resources. Plaintiff seeks damages and equitable relief on behalf of the proposed

1 class on grounds generally applicable to the entire proposed class.;

2 (e) Questions of law and fact common to the class predominate over any questions
3 affecting only individual class members. There are questions of law and fact
4 common to the proposed class which predominate over any questions that may
5 affect particular class members. Such questions of law and fact common to
6 Plaintiff and the class include, without limitation:

- 7 i. Whether Defendants were unjustly enriched by their conduct;
- 8 ii. Whether Class Members suffered an ascertainable loss as a result
9 of Defendants' misrepresentations;
- 10 iii. Whether, as a result of Defendants' misconduct as alleged herein,
11 Plaintiff and the Class Members are entitled to restitution,
12 injunctive relieve and/or monetary relief, and if so, the amount and
13 natural of such relief;
- 14 iv. Whether Defendants made any statement they knew or should have
15 known were false or misleading;
- 16 v. Whether the utility of Defendants' practices, if any, outweighed the
17 gravity of the harm to their victims;
- 18 vi. Whether Defendants' conduct violated public policy, included as
19 declared by specific constitutional, statutory, or regulatory
20 provisions;
- 21 vii. Whether Defendants' conduct or any of their practices violated the
22 California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750
23 *et seq.*, or any other regulation, statute or law;
- 24 viii. The proper equitable and injunctive relief;
- 25 ix. The proper amount of restitution or disgorgement;
- 26 x. The proper amount of reasonable litigation expenses and attorneys'
27 fees;

28 (f) Plaintiff's claims are typical of the claims of the members of the proposed class.

1 Plaintiff and all class members have been injured by the same practices of
 2 Defendants. Plaintiff's claims arise from the same practices and conduct that
 3 give rise to the claims of all class members and are based on the same legal
 4 theories. Plaintiff's claims are typical of class members' claims, as they are based
 5 on the same underlying facts, events and circumstances relating to Defendants'
 6 conduct.;

7 (g) As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.
 8 23(a), (b)(1), (b)(2) and (b)(3), and may be appropriate for certification "with
 9 respect to particular issues" under Rule 23(b)(4).

10 **FIRST CAUSE OF ACTION**

11 **Common Law Fraud**

12 30. Plaintiff re-alleges and incorporates by reference the allegations contained
 13 in the paragraphs above as if fully set forth herein. Plaintiff brings this class individually
 14 and on behalf of the members of her proposed Class.

15 31. As discussed above, Defendant Virgin provided Plaintiff and the Class
 16 Members with false or misleading material information and failed to disclose material
 17 facts about the Product, including but not limited to the fact that the Product failed to
 18 provide the true benefits and value of travel funds. These misrepresentations and
 19 omissions were made with knowledge of their falsehood. The misrepresentation and
 20 omissions made by Defendant Virgin, upon which Plaintiff and the Class Members
 21 reasonably and justifiably relied, were intended to induce and actually induced Plaintiff
 22 and Class Members to purchase the Product.

23 32. The fraudulent actions of Defendant Virgin caused damage to Plaintiff and
 24 Class Members, who are entitled to damages and other legal and equitable relief as a
 25 result.

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27 ///

28 ///

SECOND CAUSE OF ACTION

Intentional Misrepresentation

33. Plaintiff and the Class re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein. Plaintiff brings this class individually and on behalf of the members of her proposed Class.

34. Defendant Virgin represented to Plaintiff and other class members that important facts were true. More specifically, Defendant Virgin represented to Plaintiff and the other class members through its advertising for the Product, that the Product constituted travel funds. Defendant Virgin's representations were false. Defendant Virgin knew that the misrepresentations were false when it made them, or Defendant Virgin made the misrepresentations recklessly and without regard for their truth. Defendant Virgin intended that Plaintiff and other class members rely on the representations.

35. Plaintiff and the other class members reasonably relied on Defendant Virgin representations.

36. Plaintiff and the other class members were financially harmed and suffered other damages. Defendant Virgin's misrepresentations and/or nondisclosures were the immediate cause of Plaintiff and the other class members purchasing the Product. Plaintiff's and the other class members' reliance on Defendant Virgin's representations was the immediate cause of the financial loss. In absence of the Defendant Virgin's misrepresentations and/or nondisclosures, as described above, Plaintiff and the other class members, in all reasonable probability, would not have purchased the Product.

THIRD CAUSE OF ACTION

Negligent Misrepresentation

37. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein. Plaintiff brings this claim individually and on behalf of the proposed Class against Defendants.

1 44. Defendant Virgin’s failure to disclose the truth about the Product’s identity,
2 value and benefits is likely to deceive a reasonable consumer and therefore constitutes a
3 fraudulent or deceptive business practice.

4 45. Defendant Virgin sale of the Product without disclosing the truth about the
5 Product’s composition offends established public policy and constitutes an unfair
6 business practice. This injury is not outweighed by any countervailing benefits to
7 consumers or competition.

8 46. Defendant Virgin’s conduct is unlawful in that it violated numerous statutes,
9 including Cal. Civ. Code §§ 1770(a); Cal. Civ. Code §§ 1709-1710; and Cal. Civ. Code
10 §§ 1572-1573, as well as constituted common law fraud.

11 47. Defendant Virgin further violated Cal. Bus. & Prof. Code § 17200’s
12 prohibition against engaging in “unlawful” business acts or practices by, *inter alia*,
13 failing to comply with California Civil Code § 1750, *et. seq.*, as well as California Civil
14 Code §§ 1749.5 and 1749.6

15 48. Plaintiff and Class members have suffered injury in fact and have lost money
16 and/or property as a result of Defendant Virgin’s fraudulent, unfair and/or unlawful
17 business practices, in that as a result of Defendant Virgin’s violations of the UCL,
18 Plaintiff and the class purchased units of the Product which they otherwise would not
19 have purchased, or at a minimum, paid more for the Product than they would have paid
20 had Defendant Virgin not violated the UCL.

21 49. Plaintiff and the Class reserve the right to allege other violations of law
22 which constitute other unlawful business acts and practices. Such conduct is ongoing and
23 continues to this date.

24 50. Pursuant to Business and Professions Code §§ 17203 and 17535, Plaintiff
25 and the Class seek an order of this Court enjoining Defendant Virgin from continuing to
26 engage, use, or employ their practice of advertising, labeling and marketing the Product
27 in an untruthful manner. Likewise, Plaintiff and the Class seek an order requiring
28 Defendant Virgin to disclose such misrepresentations, and additionally request an order

1 awarding Plaintiff restitution of the money wrongfully acquired by Defendant Virgin by
 2 means of responsibility attached to Defendant Virgin's failure to disclose the existence
 3 and significance of said misrepresentations in an amount to be determined at trial.
 4 Plaintiff and the Class Members also seek full restitution of all monies paid to Defendant
 5 Virgin as a result of their deceptive practices, interest at the highest rate allowable by
 6 law and the payment of Plaintiff's attorneys' fees and costs pursuant to, *inter alia*,
 7 California Civil Code Procedure §1021.5. Plaintiff reserves the right to seek additional
 8 preliminary or permanent injunctive relief.

9 **FIFTH CAUSE OF ACTION**

10 **Violation of Cal. Civ. Code §§1750, *et seq.***

11 51. Plaintiff and the Class re-allege and incorporate by reference the allegations
 12 contained in the paragraphs above as if fully set forth herein. Plaintiff brings this class
 13 individually and on behalf of the members of her proposed Class.

14 52. This cause of action is brought pursuant to the Consumers Legal Remedies
 15 Act, California Civil Code §§ 1750, *et seq.* ("CLRA"). The CLRA prohibits any unfair,
 16 deceptive, and/or unlawful practices, as well as unconscionable commercial practices in
 17 connection with the sales of any goods or services to consumers. *See* Cal. Civ. Code
 18 §1770.

19 53. The CLRA "shall be liberally construed and applied to promote its
 20 underlying purposes, which are to protect consumers against unfair and deceptive
 21 business practices and to provide efficient economical procedures to secure such
 22 protection." Cal. Civ. Code § 1760.

23 54. Defendant Virgin is a "person" under the CLRA. Cal. Civ. Code §1761 (c).

24 55. Plaintiff and the putative Class Members are "consumers" under the CLRA.
 25 Cal. Civ. Code §1761 (d).

26 56. The Product constitutes a "good" under the CLRA. Cal. Civ. Code §1761
 27 (a).
 28

1 57. Plaintiff and the putative Class Members' purchased units of the Product
2 within the Class Period constitute "transactions" under the CLRA. Cal. Civ. Code §1761
3 (e).

4 58. Defendant Virgin's actions and conduct described herein reflect transactions
5 that have resulted in the sale of goods to consumers.

6 59. Defendant Virgin's failure to label the Product in accordance with California
7 labeling requirements constitute an unfair, deceptive, unlawful and unconscionable
8 commercial practice.

9 60. Defendant Virgin's actions have violated at least seven provisions of the
10 CLRA, including §§ 1770(a)(2), 1770(a)(5), 1770(a)(7), 1770 (a)(9), 1770(a)(14),
11 1770(a)(17) and 1770(a)(19).

12 61. As a result of Defendant Virgin's violations, Plaintiff and the Class suffered,
13 and continue to suffer, ascertainable losses in the form of the purchase price they paid
14 for the unlawfully marketed Product, which they would not have paid had the Product
15 been labeled correctly, or in the form of the reduced value of the Product relative to the
16 Product as advertised and the retail price they paid.

17 62. Pursuant to § 1782 of the CLRA on approximately November 4, 2022,
18 Defendant Virgin was notified in writing of the particular violations of § 1770 of the
19 CLRA. Plaintiff demanded Defendant Virgin rectify the actions described above by
20 providing monetary relief, agreeing to be bound by its legal obligations, and to give
21 notice to all affected consumers of its intent to do so.

22 63. Defendant Virgin has failed to rectify or agree to rectify at least some of the
23 violations associated with actions detailed above and give notice to all affected
24 consumers within 30 days of receipt of the Cal. Civ. Code § 1782 notice. Thus, Plaintiff
25 seeks actual damages and punitive damages for violation of the Act.

26 64. In addition, pursuant to Cal. Civ. Code §1780(a)(2), Plaintiff is entitled to,
27 and therefore seeks, a Court order enjoining the above-described wrongful acts and
28 practices that violate Cal. Civ. Code §1770.

- 1 and appointing the attorneys and law firms representing Plaintiff as counsel
2 for the Class;
- 3 B. For an order declaring the Defendants' conduct violates the statutes
4 referenced herein;
- 5 C. That the Court awards compensatory, statutory and/or punitive damages as
6 to all Causes of Action where such relief is permitted;
- 7 D. That the Court awards Plaintiff and proposed class members the costs of this
8 action, including reasonable attorneys' fees and expenses;
- 9 E. For an order enjoining Defendants from continuing to engage in the unlawful
10 conduct and practices described herein;
- 11 F. That the Court awards equitable monetary relief, including restitution and
12 disgorgement of all ill-gotten gains, and the imposition of a constructive
13 trust upon, or otherwise restricting the proceeds of Defendants' ill-gotten
14 gains, to ensure that Plaintiff and proposed class members have an effective
15 remedy;
- 16 G. That the Court awards pre-judgment and post-judgment interest at the legal
17 rate;
- 18 H. That the Court orders appropriate declaratory relief; and
- 19 I. That the Court grants such other and further as may be just and proper.

20 **JURY DEMAND**

21 Plaintiff demands a trial by jury on all issues so triable.
22

23 Dated: April 20, 2023

DOGRA LAW GROUP PC

24 By: 

25 SHALINI DOGRA, ESQ.

26 Attorney for Plaintiff

27 DANIELLE YOSHIMURA
28